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10 Attorneys for Plaintiffs

11 UNITED STATES DISTRICT COURT  
12 FOR THE NORTHERN DISTRICT OF CALIFORNIA

13 GIL CROSTHWAITE, RUSS BURNS, in  
14 their respective capacities as Trustees of  
15 the OPERATING ENGINEERS HEALTH  
16 AND WELFARE TRUST FUND FOR  
17 NORTHERN CALIFORNIA; PENSION  
18 TRUST FUND FOR OPERATING  
19 ENGINEERS; PENSIONED  
20 OPERATING ENGINEERS HEALTH  
21 AND WELFARE FUND; OPERATING  
22 ENGINEERS AND PARTICIPATING  
EMPLOYERS PRE-APPRENTICESHIP,  
APPRENTICE AND JOURNEYMAN  
AFFIRMATIVE ACTION TRAINING  
FUND; OPERATING ENGINEERS  
VACATION AND HOLIDAY PLAN;  
OPERATING ENGINEERS CONTRACT  
ADMINISTRATION TRUST FUND;  
OPERATING ENGINEERS MARKET  
PRESERVATION TRUST FUND;  
OPERATING ENGINEERS INDUSTRY  
STABILIZATION TRUST FUND;  
BUSINESS DEVELOPMENT TRUST  
FUND; and HEAVY AND HIGHWAY  
COMMITTEE,

23 Plaintiffs,

24 vs.

25 NEIL JACKSON CONSTRUCTION, INC.  
26 a California corporation; NEIL JEFFERY  
27 JACKSON, individually; and SURETY  
28 COMPANY OF THE PACAIFIC, a  
California Corporation,

Defendants.

Case No. C 07-0869 MEJ

JUDGMENT PURSUANT TO  
STIPULATION

ORDER

1 IT IS HEREBY STIPULATED by and between the parties hereto that Judgment be  
2 entered in the within action in favor of the plaintiffs and against defendants Neil Jackson  
3 Construction, Inc., a California corporation, and Neil Jeffery Jackson, an individual, and each of  
4 them, in the sum of \$116,880.87, consisting of the principal balance of \$103,025.96 and  
5 liquidated damages of \$13,854.91.  
6

7 1. Payment shall be made to the Operating Engineers Trust Funds, and  
8 delivered to Michele R. Stafford, Saltzman & Johnson Law Corporation, 120 Howard Street,  
9 Suite 520, San Francisco, CA 94105 or to such other address as may be specified by plaintiffs.  
10

11 2. Upon payment of the principal sum of \$103,025.96, the liquidated damages of  
12 \$13,854.91 will be waived.

13 3. In the event of the filing of a bankruptcy petition by either or both of the defendants,  
14 the parties agree that any payments made by defendants pursuant to the terms of this judgment,  
15 shall be deemed to have been made in the ordinary course of business as provided under 11  
16 U.S.C. Section 547(c)(2) and shall not be claimed by defendants as a preference under 11 U.S.C.  
17 Section 547 or otherwise. Defendants nevertheless represent that no bankruptcy filing is  
18 anticipated.  
19

20 4. Should any provision of this Agreement be declared or determined by any court of  
21 competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, and  
22 enforceability of the remaining parts, terms or provisions shall not be affected thereby and said  
23 illegal, unenforceable or invalid part, term, or provision shall be deemed not to be part of this  
24 Agreement.  
25

26 5. Defendants each represent and warrant that they have had the opportunity to be or  
27 have been represented by counsel of their own choosing in the analysis of this Agreement and the  
28 terms and conditions set forth herein, that they have read this Agreement with care and are fully

1 aware of and understand that they enter into this Agreement voluntarily.

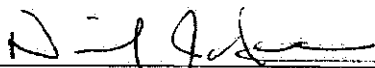
2 6. This Agreement may be executed in any number of counterparts and by facsimile,  
3 each of which shall be deemed an original and all of which shall constitute together one and the  
4 same instrument.

5 DATED: 1/22/08

NEIL JACKSON CONSTRUCTION, INC.

7 By:   
8 NEIL JEFFERY JACKSON

9  
10 DATED: 1/22/08

  
11 NEIL JEFFERY JACKSON, individually

12 DATED:


OPERATING ENGINEERS LOCAL 3  
13 TRUST FUNDS

14  
15   
WAYNE E. McBRIDE

16  
17 APPROVED AS TO FORM:

18 DATED: 1/22/08

19 ~~HAKHEEM, ELLIS & MARENGO~~ 

20   
21 STACEY A. JACKSON  
Attorneys for Defendants

22 DATED: 1/22/08

GANZER & WILLIAMS

23   
24 JAMES E. GANZER  
25  
26  
27  
28

1 aware of and understand that they enter into this Agreement voluntarily.


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3 each of which shall be deemed an original and all of which shall constitute together one and the  
4 same instrument.

5 DATED: NEIL JACKSON CONSTRUCTION, INC.

6  
7 By: \_\_\_\_\_  
8 NEIL JEFFERY JACKSON  
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10 DATED: \_\_\_\_\_  
11 NEIL JEFFERY JACKSON, individually

12 DATED: 1-11-08 OPERATING ENGINEERS LOCAL 3  
13 TRUST FUNDS

14   
15 \_\_\_\_\_  
16 WAYNE E. McBRIDE  
Collector Manager

17 APPROVED AS TO FORM:

18 DATED: HAKEEM, ELLIS & MARENGO

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20 \_\_\_\_\_  
21 STACEY A. JACKSON  
Attorneys for Defendants

22 DATED: GANZER & WILLIAMS

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25 JAMES E. GANZER  
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IT IS SO ORDERED:

DATED: March 12, 2008

J71:Jackson1.judgment

ORDER

